

Jasper Co.

AFSCME (Sheriff) (Courthouse)

7/1/2006 6/30/2009

**JASPER COUNTY SHERIFF  
AFSCME/IOWA COUNCIL 61  
LOCAL 2840  
AFL--CIO  
COLLECTIVE BARGAINING  
AGREEMENT  
JULY 1, 2006  
THRU  
JUNE 30, 2009**

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THIS AGREEMENT is entered into this <sup>1<sup>ST</sup></sup>----- day of April, 2006, by and between the JASPER COUNTY SHERIFF'S OFFICE (hereinafter called the "Employer"), and LOCAL 2840 OF THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, IOWA COUNCIL 61, (hereinafter called the "Union"), and represents the complete and final agreement on all bargainable issues between the Employer and Union during the duration hereof. Throughout this Agreement, whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act (Iowa Code Chapter 20).

**ARTICLE 1**  
**RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees of the Jasper County Sheriff's Office, including all regular full-time and regular part-time road deputies, jailers, dispatchers and clerks as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 5045, dated May 9, 1994, which excludes the Sheriff, Chief Deputy, Chief Dispatcher, Chief Jailer, Chief Clerk, part-time employees, non-certified reserves, and all other excluded by Section 4 of the Act. And has amended in the Iowa Public Employment Relations Board Case No. 6620, dated June 9, 2003 which includes all regular full-time and regular part-time employees of the Jasper County, Iowa, Courthouse and Congregate Meal Sites, including all regular full-time and regular part-time, Senior Clerks, Clerks, I.T. Specialists, Secretaries, Maintenance Techs, Mapping Specialists, Finance Budget Specialists, Social Worker, and Work Release Supervisor employed in the Jasper County Courthouse; regular full-time and regular part-time Head Cook, Asst. Cook, Cook Helper and Site Manager employed in the Congregate Meal Program of Jasper County, Iowa.

## **ARTICLE 2**

### **DEFINITIONS**

#### **Regular Full-Time Employees:**

Regular full-time employees are those who are normally scheduled to work either forty (40) hours per week or placed on a schedule of six (6) eight (8) hour days on, followed by three (3) days off.

#### **Regular Part-Time Employees:**

Regular part-time employees are those who have completed their probationary period and are normally scheduled to work less than the customary number of full-time hours. Full and part-time employees regularly scheduled to work more than thirty (30) hours per week shall be eligible for County paid fringe benefits such as leaves, holidays, health insurance and related items when deemed consistent with carrier provisions and policies. The accrual rate for part-time employees shall be prorated to the accrual rate for full-time employees.

**ARTICLE 3**  
**SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Union agree to meet at the earliest possible mutually agreeable time (within thirty (30) days) for the purpose of negotiation and appropriate replacement, if any, for the Article, Section, or portion thereof held to be invalid or unenforceable.

**ARTICLE 4**  
**SUSPENSION – DISCHARGE**

Any employee disciplined by suspension or discharge may grieve the suspension or discharge if it is not for proper cause.

**ARTICLE 5**  
**NO STRIKE – NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will either directly or indirectly engage in, encourage, sanction, support or suggest any strikes, slowdowns, boycotting, sit-ins, mass resignation, mass absenteeism, work stoppage, or any activity as covered in Chapter 20, Section 12 of the Act. The Employer pledges that it will not engage in lockout during the term of this Agreement.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and an employee regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedures:

Step 1. Within five (5) calendar days after the employee of Union knew or should have known of alleged occurrence, the employee and/or the Union shall present the written grievance to the Sheriff or to his/her designee. The grievance shall state with specificity the nature of the grievance and all facts and allegations in support thereof and shall specifically identify the specific clause or clauses alleged to have been violated. The Sheriff or Chief Deputy or other Employer designee may respond in writing within five (5) calendar days following actual receipt of such timely-filed grievance by mailing by ordinary mail or by delivering such response to the employee and/or the Union steward. Any failure of the Employer to so respond within such five-day period shall be deemed an automatic denial for the grievance and any relief sought thereunder.

Step 2. Within five (5) calendar days after the Employer's response and/or denial under foregoing Step 1, the employee and/or the Union shall then arrange for a meeting with the Sheriff or Chief Deputy or other Employer designee at a mutually agreeable time to further discuss the grievance. The Step 2 decision must be made within ten (10) working days following such meeting.

Step 3. If not resolved at such Step 2 meeting, the grievance may be submitted to arbitration within ten (10) calendar days after the receipt of the decision in Step 2 upon written notification of such decision to arbitrate mailed to or delivered to the other party within ten days following the final conclusion of the Step 2 procedures; and, such time limit is jurisdictional. If arbitration is timely sought and communicated, then the parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Public Employment Relations Board to submit to the parties a list of seven (7) arbitrators, from which list the parties shall, by process of either agreement or elimination, select one (1) arbitrator. The parties shall toss a coin to determine who strikes first from the list. Either party may request a different list one time.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If

a grievance is not appealed to the next Step within the specified time limits, it shall be considered withdrawn. If a grievance at Step 1 or 2 is not timely answered by the Employer, it may automatically be referred to the next step.



The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall pay its own costs of preparation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator shall not have power to accept or decide any grievance which involves matter within the jurisdiction of the Civil Service Commission (Chapter 341A of the Code of Iowa). The arbitrator's decision shall be binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public. The parties agree that all grievances are to be confidential and no unnecessary release of information may take place without the agreement of both parties.

The time limits at any step in the grievance and arbitration procedures may be extended on a specific case basis, upon mutual agreement of the Union and Employer.

If the employee files any claim or complaint in any forum other than under the grievance procedures of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

## **ARTICLE 7**

### **SENIORITY**

Seniority means an employee's length of full-time continuous service with the Employer since the employee's last date of hire. Part-time employee seniority will be calculated on a pro-rata basis, based on the number of hours during each year. Seniority shall be administered on a job classification basis.

Unless otherwise expressly stated elsewhere in this Agreement or any attachment hereto, all new employees (and promotional appointments) shall serve a probationary period not to exceed six (6) months. Non-certified officers shall serve a probationary period not to exceed one (1) year. The Employer may extend the probationary period for up to an additional six (6) months for unsatisfactory performance. An employee may be terminated for any reason during the probationary period without recourse to the grievance procedure. An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for cause.
- (c) The employee knowingly participates either directly or indirectly in the giving of any false information or reason for obtaining sick leave or any other leave of absence..
- (d) Failure to report to work at the end of sick leave or any other leave of absence, without extenuating circumstances
- (e) Failure to report to work within fourteen (14) calendar days after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to Employer records. The employee must notify the Employer in writing within seven (7) calendar days of the mailing by the Employer, of the foregoing recall notice as to whether such employee desires to return. Failing to do so will be deemed as rejecting and denying the recall opportunity and all rights and status relative to any future layoff recall will be forfeited.
- (f) An employee is off work for any reason for one hundred eighty calendar days, or the length of the employee's seniority, whichever is shorter, except for Workers Compensation.
- (g) Employee retires.

It is the employee's responsibility to keep the Employer immediately informed of any changes in such employee's current address and residential phone number.

**ARTICLE 8**  
**PROMOTIONAL PROCEDURES**

When filing a promotional vacancy, the Employer shall consider Civil Service requirements and the employee's qualifications, ability, experience, and work record. However, in appropriate (other than Civil Service) hiring and promotional circumstances, when the Employer in good faith determines that such factors are reasonably equal between two (2) or more applicants, then seniority shall prevail.

Employees will be on promotional probation for six (6) months. A regular full-time employee who vacated his/her position to accept probationary appointment to a class in a higher level or special assignment, either in or out of the bargaining unit, and who is rejected by the Employer or the employee elects to return to his/her former position and rate of pay shall be able to do so without loss of seniority in the bargaining unit.

**ARTICLE 9**  
**LAYOFF AND RECALL**

In the event the work force is to be reduced, the Employer agrees to provide affected employees a notice of thirty (30) calendar days. The employee with the least seniority in the job classification affected shall be laid off first. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off. Probationary employees have no recall rights. An employee shall have recall rights for up to one (1) year. Employees to be recalled after being laid off shall be notified fourteen (14) calendar days in advance by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. Failure to report to work after being notified to return to work following layoff will be deemed a voluntary resignation by the employee.

A permanent employee in a classification within a Department in which lay-off is effected may in lieu of lay-off elect to bump a junior employee in a classification in a other Department which employee has previously held during continuous employ with the County.

A permanent employee laid off because of a reduction in force shall be offered an open position provided he/she meets minimum qualifications for said position before a new employee is hired for such position.

## **ARTICLE 10**

### **JOB POSTING**

Permanent shift vacancies within a classification will be posted for four (4) calendar days and bid according to seniority, provided the employee has the necessary certification for the opening. The Sheriff will notify the successful bidder within five (5) calendar days.

Bidding for Dispatchers **and Jail jobs**: Each January dispatch **and jail** jobs will be posted and employees can bid positions, which shall be awarded by seniority. The Sheriff can change the schedule based on gender if necessary.

## **ARTICLE 11**

### **HOURS OF WORK AND OVERTIME**

The purpose of this Article is intended to define the normal hours of work within a classification and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made at the discretion of the Employer.

The Employer agrees to maintain the current rotating work schedules for the terms of this Agreement, except that a separate schedule may be developed by the Employer for deputies and certified reserve deputies assigned to special duties. Regular road deputies' current breaks and meal times will continue for the duration of this Agreement. Unless otherwise specifically indicated herein, all other aspects of employment covered under this Agreement shall apply equally for all regular road deputies and any deputies assigned to special duties.

For Dispatchers, Jailers, and Clerks, overtime shall be compensated at one and one-half (1 ½) times their regular rate of pay or compensatory time for all hours worked in excess of eight (8) hours in a regularly scheduled shift or forty hours in a work week.

For Deputies, overtime shall be compensated at one and one-half (1 ½) times their regular rate of pay or compensatory time for all hours worked in excess of nine (9) hours worked in a day or 171 hours worked in the applicable 28 day work period.

Overtime will now be assigned on a rotating seniority basis. A voluntary sign-up sheet will be posted on the 1<sup>st</sup> of each month. Overtime will be assigned by calling the names on the list by seniority. If there is no answer, a message will be left on the answering machine and will be considered notification. The first employee to return the phone call, regardless of seniority will get the overtime hours. In the event of an emergency (defined as a vacancy within a 24 hour window) every effort will be made to fill the vacancy by seniority, but the first person to respond in the affirmative will fill the vacancy. Involuntary overtime will be assigned on a seniority basis from the bottom of the seniority list to the top.

Recall for overtime in jail based on seniority and gender needs for jail.

All approved overtime/compensation time "including request to use" must be documented and turned into designated supervisor within 48 hours.

For all classifications compensatory time shall be scheduled by mutual agreement between the employee and his/her supervisor. There shall be no temporary schedule changes made to avoid or eliminate overtime.

Overtime shall be paid as required by the Fair Labor Standards Act unless provided otherwise in this Agreement.

Court Time. An employee called into court outside his/her scheduled hours shall be paid a minimum of two (2) hours wage or compensatory time off for all hours worked. An employee will be paid a minimum of one (1) hour wage or compensatory time off for phone hearings.

Call Back. In the event an employee is required to come in to work outside his/her normal workday, the employee shall receive a minimum of two (2) hours pay at time and one-half (1 ½) rate of his/her regular pay.

Day Off-Work. An employee who is required to work on their day off shall be paid at time and one-half (1 ½) rate for such time.

**ARTICLE 12**  
**LEAVE OF ABSENCE**

Each employing departmental sub-unit shall be required to maintain timely, accurate and verifiable records to account for the accrual and use of all leaves of absence. County (Employer) will provide an accounting of employee's sick leave each year on or before August 15 with the accounting showing sick leave usage and status through the last day of June.

Sick Leave: Sick leave *will* be granted to all eligible employees who have completed at least two (2) full pay periods in their probationary period on the following basis:

1. Sick leave can be used only for bona fide sickness, medical treatment (medical, dental, therapeutic, or evaluative) appointments, which cannot be scheduled during non-work time.
2. Sick leave with pay shall accrue at the rate of 5.54 hours per pay period of continuous employment and can accumulate at this rate up to a maximum of 720 hours. After the first 720 hours have been accrued, the employee can continue to accrue sick leave at the reduced rate of 2.77 hours per pay period until an additional 720 hours have been accumulated.

Once 1440 hours of sick leave entitlement have been accumulated and banked, the employee can accrue sick leave at a reduced rate of three (3) hours per month. If not converted to vacation, the employee, upon retirement, will be compensated for all accumulated unused sick leave in excess of 1440 hours at his/her late rate of pay. Upon retirement the employee at their option may elect to have up to 720 hours of sick leave converted at the employee's current rate of pay to payment of health insurance premiums under the current plan offered by the County, until such time all of the employee's accumulated sick leave balance is depleted.

An employee killed in the line of duty shall have his/her accumulated sick leave paid to his/her spouse, children, or other immediate family (whether or not an estate is probated).

The Employer will provide to each unit employee not less than annually a report of accumulated sick leave entitlement credits.

3. Except as provided in "2" above, employees shall forfeit all accumulated sick leave upon separation from employment for any reason, including voluntary resignation.
4. At the Employer's written request and notwithstanding any of the foregoing provisions of this Article, no sick leave entitlement shall be payable by the Employer unless the employee promptly presents in writing and signed by an Iowa licensed doctor of medicine or doctor of osteopathic medicine confirming dates of illness or other health-care conditions and further

confirming that such absence was due entirely to such employee's sickness, required medical treatment or other infirm health condition (which need not be specified). Unsigned writings or writings signed by a person other than such licensed physician shall not be adequate for such sick leave entitlement purpose.

5. Employees who do not utilize sick leave during a ninety (90) day span will be entitled to one (1) bonus day. Bonus days earned previously can be used in lieu of sick, funeral, or emergency leave. Bonus days shall be used within the succeeding ninety (90) days.
6. Any employee who requests sick leave shall contact the department head or designee at least one (1) hour prior to the beginning of the employee's scheduled shift.
7. Sick leave shall be charged on the employee's workday basis and shall never be considered in relation to any overtime.
8. Sick leave shall not be granted in excess of amount accrued.
9. Sick leave shall not accrue during any absence without pay.
10. Eligible part-time employees shall accrue sick leave on an amount proportionate to that, which would be accrued under full-time employment.

Jury Duty: An employee required to serve as a juror shall receive his/her regular wages — except that jury duty leave may not be included in any overtime entitlement calculations. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, excluding travel and meal expenses. When released from duty during working hours, the employee will report to work within two (2) hours.

Funeral Leave: A period not to exceed forty (40) hours with pay shall be granted to an employee upon their request, due to the death of a member of the employee's immediate family (parent, or step-parent, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandchild, grandparent). Employees may be granted four (4) hours pay when attending funeral services for fellow department workers as well as for known County employees. Payment for this time shall be made only if the funeral has actually been attended. In the event of the death of an employee's spouse's grandparent, brother-in-law, sister-in-law, the employee shall be allowed up to twenty-four (24) hours off with pay. Time off for funerals will not be considered work hours for the purpose of computing overtime. Such leave of absence shall be charged against sick accruals. An employee on probation may use funeral leave but is without pay (i.e. unpaid leave).

Military Leave: Employees shall be granted military leave in accordance with Section 29A.28 of the Code of Iowa.

Voting Time: Employees unable to vote because of their work schedule shall be granted paid time off necessary to vote, up to a maximum of two (2) hours.

Emergency Leave: Eligible employees who have completed their probationary period shall be allowed up to five (5) workdays (forty hours) emergency leave per anniversary year for the purpose of caring for and/or assisting during illness or injury within the immediate family (spouse, children, parents, step-parents, step-children, grandchildren, step-grandchildren, grandparents, brother or sister). Such leaves of absences will be charged against sick leave accruals. An employee on probation may use emergency leave but is without pay (i.e. unpaid leave).

Leaves Without Pay: An eligible employee, on written request and approval by his/her departmental sub-unit supervisor and concurrence of the Sheriff, Chief Deputy, or Human Resource Director may, at the discretion of the supervisor and concurrence of the Sheriff, Chief Deputy, or Human Resource Director, be granted leave of absence without pay for any justifiable reason subject to the following conditions. Request shall be made with sufficient prior notice so that the supervisor and the Sheriff, Chief Deputy or Human Resource Director, can evaluate the circumstances and consequences. Leave without pay shall not initially be granted for more than three (3) months but may, at the discretion of the supervisor and upon concurrence of the Sheriff, Chief Deputy, or Human Resource Director be extended an additional three (3) months to a maximum of six (6) months.

Accrued sick leave, vacation leave and compensatory time must be exhausted if the reason for the leave of absence is due to a medically related illness or disability. Failure by the employee to report back to work on the date specified in the written request shall be considered a voluntary resignation. While on unpaid leave, an employee's seniority is frozen, no benefits will be provided, and the employee will not accrue vacation leave. While on unpaid leave, an employee may continue his/her health insurance benefits at his/her own expense, if allowed by the carrier, and, no further notice of such opportunity need to be given by the Employer to such employee. It is wholly the employee's responsibility under any such circumstance to timely pay all premiums directly himself/herself to the County Auditor's office. Arrangements for time of payment must be made directly by such employee with the Auditor prior to the employee taking the leave.

Injury Leave: All Jasper County employees are covered by workers compensation insurance and any employee injured in authorized work which results in absence from the job is eligible to be compensated by the County for loss wages caused by the injury. Upon written request of the employee, the County will pay the difference between the amount paid for workers compensation and the scheduled hours missed at the basic rate for a period not to exceed the number of sick leave days credited to the employee. However, in order to receive such additional injury leave benefits, a written statement from a practicing physician, dentist, or osteopath licensed under the laws of the state of



Iowa describing the nature and extent of the injury will be required by the employee's supervisor. Any and all accidents must be reported as soon as possible to the employee's supervisor or to the Sheriff, Chief Deputy, or to the Human Resource Director, who shall complete a report to be filed in a designated County office. Any accident requiring professional medical attention shall be reported as soon as practical, no later than twenty-four (24) hours to insure proper workers compensation coverage.

Jasper County will provide temporary light duty employment for employees recuperating from an injury. The temporary light duty will end following the release from a physician which allows the employees to return to a full duty position or places a permanent physical restriction on the employee. Normal for this period of time will not exceed six months.

Family Medical Leave: The Family and Medical Leave Act of 1993 provides that all employees employed by the County for at least twelve (12) months and have worked at least 1,250 hours during the previous twelve (12) months, be entitled to a total of 12 work weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
2. Because of the placement of a son or daughter of the employee for adoption or foster care.
3. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Family Medical Leave under paragraph (1) and (2) shall not be taken by an employee intermittently unless the employee and the Employer agree otherwise. Paragraph (3) and (4) may be taken intermittently if and when medically necessary.

Any eligible employee who takes qualifying family medical leave for the intended purpose of the leave shall be entitled, on return from such family medical leave:

1. To be restored by the Employer to the position of employment held by the employee when the leave commenced; or
2. To be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

The taking of eligible family medical leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

During any period that an eligible employee takes family medical leave, the employee may maintain coverage under any "group health plan" for the duration of such leave at the level and under the conditions coverage would have been provided if the employee

had continued in employment continuously from the date the employee commenced the family medical leave until the date the employment is restored. While on unpaid family medical leave, however, an employee's seniority is frozen; no other benefits will be provided, and the employee will not accrue vacation leave or any other leave or other benefit entitlements. It is wholly the employee's responsibility under any such circumstance to timely pay all premiums directly himself/herself to the County Auditor's Office. Arrangements for time of payment must be made directly by such employee with the Auditor prior to the employee taking the family medical leave.

The employee may choose whether to substitute accrued paid leave for all or any part of Family Medical Act Leave entitlements, and the Employer shall honor such employee decision.

## **ARTICLE 13**

### **HOLIDAYS**

Regular full-time employees are eligible for the following paid holidays:

- New Years Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- \*Employee's Birthday

And a minimum of two additional floating holidays set by the Board of Supervisors.

**\*The employee's birthday shall be taken within the birthday month and no overtime shall be paid if the employee works on their birthday.**

Each eligible employee shall be paid for each of the holidays set forth in this Article, subject to the following. A regular full-time employee, required to work on any recognized holiday shall be paid time and one-half (1 ½) for all hours worked, plus the paid holiday at said straight rate. A regular part-time employee required to work on any recognized holiday will be paid time and one-half (1 ½) for all hours worked, plus the paid Holiday at said straight time. Holiday pay will be at the normal pay for the day or week for which he/she would have been scheduled to work. Holiday time entitlements shall be included in any overtime entitlement calculations. Time worked on Saturday or Sunday if Saturday or Sunday is the Holiday shall be paid at one and one-half (1 ½) the regular rate of pay

To be eligible for holiday pay, an employee must have worked or be in paid leave status the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday. No holiday entitlements may be carried over from one year to the next. An employee on layoff or on authorized unpaid leave of absence is not eligible for holiday pay. Except for designated employees, paid holidays falling on Sunday will be observed on Monday, and paid holidays falling on Saturday will be observed on Friday. Employees who receive holiday pay, (other than those regularly scheduled on a 5/2 schedule with holiday scheduled off), shall use their holidays at their own discretion within the fiscal year in which they occur. There is no carry-over or accrual of any holiday entitlements beyond the current fiscal year; and holiday entitlements not utilized will be lost. Employees, without recourse, will run the risk of not receiving their holidays if they wait until the end of the fiscal year to request their days off if scheduling cannot be arranged. In the event that several employees request the same days off, holidays will be granted strictly by seniority.

## **ARTICLE 14**

### **VACATIONS**

Eligibility and Allowances: Regular full-time and regular part-time eligible employees shall be eligible for a vacation allowance according to the following service requirements:

SERVICE REQUIREMENT	MONTHLY ACCURAL RATE	ALLOWANCE
First month thru fourth year	*3.08 hours per pay period	10 days or 2 weeks
Fifth year thru ninth year	*4.62 hours per pay period	15 days or 3 weeks
Tenth year thru fourteenth year	*5.38 hours per pay period	17 and ½ days or 3 weeks and 2 ½ days
Fifteenth year thru nineteenth year	*6.15 hours per pay period	20 days or 4 weeks
Twenty or more years	*7.69 hours per pay period	25 days or 5 weeks

\*(Actual 3.0769227; 4.6153846; 6.1538461; 7.6923076)

During the initial probationary period of six (6) months, an employee shall not eligible to accrue or use vacation leave; however, after completing the probationary period, retroactive credit for the first six (6) months of service shall be granted. The employee can subsequently use and earn pro-rata vacation in accordance with the service requirements, accruals and allowances indicated above. Vacations must be taken during the anniversary year; however, with the supervisor's approval and concurrent by the Sheriff, Chief Deputy, or Human Resource Director, two (2) weeks vacation time may be accumulated and carried forward to the next year.

Vacation Pay: The rate of vacation pay shall be the employee's regular straight time rate of pay for the day or week for which he/she would have been regularly scheduled to work; and vacation benefit entitlements may not be used in computing any overtime entitlement. Upon resignation or termination from employment an employee who has successfully completed the probationary period shall be paid on a pro-rata basis for all unused vacation left at the time of termination.

Choice of Vacation Period: Vacation requests should normally be made at least thirty (30) calendar days in advance. Vacations must be approved by the supervisor and upon concurrence with the Sheriff or Chief Deputy. To the extent practicable, vacation time will be scheduled to coincide with the scheduled workweek. Vacation may be taken in less than one day (1) or eight (8) hour increments with advance approval of the supervisor and concurrence by the Sheriff or Chief Deputy. The Employer may require rescheduling of vacation when it is necessary for the efficient operation of the department. When two (2) or more employees request vacation for the same period, and not all can be spared from work for the same period, the employee or employees granted vacation will be based on seniority.

Holiday During Vacation Period: If a holiday occurs during the employee's scheduled vacation period, an employee shall be granted an additional vacation day to be taken the day before the vacation starts or the day after the vacation ends.

## **ARTICLE 15**

### **DUES CHECKOFF AND INDEMNIFICATION**

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, the Employer agrees to deduct the regularly monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15<sup>th</sup>) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing the exact amount of such regular membership dues to be deducted. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

**ARTICLE 16**  
**WORK RULES**

The Employer may, from time to time, develop, put into effect, and enforce work rules and policies. Such work rules and policies can be enforced through corrective actions. Said work rules and policies will be sent to the Union (10) days prior to their effective date. Each employee will be given and will maintain a copy of the Jasper County Human Resources Manual, which outlines and established the work rules and policies. It is also understood that the Jasper County Human Resources Manual does not replace the Agreement between the Union and Employer but address policies and rules not covered by said Agreement. Any discipline imposed shall be subject to Article 6 (Grievance Procedure and Arbitration).

**ARTICLE 17**  
**GENERAL PROVISIONS**

**Discipline:** Union will be notified of non-criminal employee investigations, and once investigation completed the employer has seven (7) days to discipline employee. All verbal and written discipline will be removed after eighteen (18) months, and all suspensions will be removed after thirty-six (36) months.

**Physicals:** Any physical required by the Employer, including but not limited to pre-employment physical examinations other than those required under Civil Service, shall be paid by the Employer.

**Labor/Management/Safety Meetings:** The parties will endeavor to hold quarterly labor/management/safety meetings. Up to two (2) Union employees may be on pay status for these meetings (but such shall not be used to qualify such employee for any overtime entitlement). There will be a maximum of four (4) member from the Union allowed to serve as Union representatives on this committee: one (1) from the jail, one (1) road deputy, one (1) communications specialist, and one (1) clerical employee. These meetings will be scheduled thirty (30) days in advance, with an agenda by both parties sent at least (7) days in advance where practicable. Items not on the agenda need not be discussed except by mutual agreement. Additional meetings may be scheduled on an "as needed" basis, and the same rules will apply to those meeting as stated above. One (1) employee will represent AFSCME Sheriff's Office and be in paid status on the County Safety Committee.

**Mileage:** Employees require to use their personal automobile for county business shall be reimbursed for mileage at the rate set by the County Board of Supervisors. The county mileage reimbursement rate will follow the federal rate. The Federal Mileage Rate is published in the November 553 Update.

**Training:** County will pay for all required/mandatory training including expenses and fees.

**Field Training Pay:** When asked or required to train new employees on the job "Field Trainer" will be paid thirty-five cents (\$0.35) over their regular straight time rate.

**Association Dues:** All Association dues that are currently being paid to the Road Deputies (Iowa State Sheriffs Deputies Association (ISSDA)) shall be paid for all regular full-time employees for the duration of this contract.

**Meetings of Deputies:** All deputies shall be required to attend regular meetings called by the Sheriff or Chief Deputy, provided such deputy is not on authorized vacation or other leave and that a notice of such meetings has been given at least five days in advance thereof. Deputies in attendance at such meetings shall be entitled to receive two hours straight-time pay.

Union Leave: Duly elected representatives of the Union shall be granted time-off without pay to attend to Union business. Combined time off for all representatives shall not exceed a total of sixty hours (60) per year. Not more than two (2) members per director department and not more than four (4) employees total shall be granted this leave for any one conference or convention, training, or other Union business. Such leave shall not interfere with the Employer's operations. The employee shall give the Employer ten days (10) notice.

New Employee Orientation: One representative of the Union shall be granted up to thirty (30) minutes for Union orientation during the formal orientation for new employees either as a group or with individuals.

Where the Employer does not have a formal orientation program, the Employer will notify a Local Union Representative (President, Chapter Chair, Stewards) that a new employee(s) has been hired. The Employer will allow a thirty (30) minute Union orientation with the new employee.

The Union representative shall be in pay status for thirty (30) minutes Union orientation only if the representative is on duty at the time the orientation is presented. No local union representative shall receive overtime, call-back pay, etc., for participating in the employee orientation program while off duty.

PEOPLE Deduction: The Employer agrees to deduct from the wages of any employee who is a member of the Union a people deduction as provided for in a written authorization. All notices will be turned in to the Human Resources Director. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Employer. The Union agrees that all contributions are voluntary and will not pressure or coerce any member to contribute. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union. The Human Resources Director will send an itemized statement showing the name of the employee whose pay such deductions have been made and the amount deducted during the period covered by the remittance.



## **ARTICLE 18**

### **INSURANCE**

The County will provide medical insurance coverage to all covered employees, from a cafeteria plan providing three (3) options. The County's contribution will cover the cost of a single policy on the Selected Advantage \$250 deductible (plan 2), plus \$34.50 that will be placed into a flexible spending account (FSA) for the life of this contract. Any decrease in premium will be credited to the employee's FSA. All calculations used are based on plan 2.

The County's contribution for family coverage will be the cost of a family policy on the Select Advantage \$250 deductible (plan 2) minus \$225.00 (which will be paid by the employee) for the life of this contract.

Regardless of what plan the employee chooses, the County's contribution will be guided by the cost of Plan #2.

The County agrees to pay the premium on all of the following for eligible covered employees for the life of the contract.

1. \$30,000 life insurance
2. Long Term Disability at 60% of the monthly earnings of an employee with a 90-day elimination period.
3. Single Dental benefit
4. Single Vision benefit

**ARTICLE 19**  
**WAGES AND LONGEVITY PAY**

Wages and longevity pay shall be as shown on the respective attachments, each of which is by this reference fully incorporated herein as a part hereof.

If a successful applicant is hired, he/she may be placed at the appropriate wage schedule according to relevant experience. However, no new hire may be initially employed at top scale wage without prior approval of the Union. Any person hired under such advanced wage scale shall not be entitled to receive such longevity until such employee has completed five years service.

Effective July 1, 2006 increase of two percent (2%) Across the Board

Effective July 1, 2007 increase of two percent (2%) Across the Board

Effective July 1, 2008 increase of three percent (3%) Across the Board

**LONGEVITY**

Effective July 1, 2006 through June 30, 2008

After five (5) years of service	\$0.20
After ten (10) years of service	\$0.25
After fifteen (15) years of service	\$0.30
After twenty (20) years of service	\$0.35

Effective July 1, 2008

After five (5) years of service	\$0.25
After ten (10) years of service	\$0.30
After fifteen (15) years of service	\$0.35
After twenty (20) years of service	\$0.40

All employees in a classification shall be paid at the same rate, regardless of full-time or part-time status.

**ARTICLE 20**  
**UNIFORM ALLOWANCE**

The Jasper County Sheriff will supply the necessary uniforms/equipment as specified by the Code of Iowa. The Sheriff will supply up to three (3) shirts and three (3) pants for each season (summer/winter) for deputies. Deputies will not purchase equipment/uniforms without approval of the Sheriff and will turn in all used equipment/clothing as it is replaced. The Sheriff will also supply adequate uniforms/equipment to any other Sheriff's Office personnel required to wear uniforms.

**ARTICLE 21**  
**FINALITY AND EFFECT**

THIS AGREEMENT constitutes the entire agreement between the parties and concludes collective bargaining for this term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matters during the term of this agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter on specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 22**  
**DURATION**

THIS AGREEMENT shall be effective from July 1, 2006 and shall continue in full force and effect until its expiration on midnight June 30, 2009.

LOCAL 2840, AFSCME, IOWA COUNCIL 61, Union:

By: Greg A. Lewis  
AFSCME Business Representative

And: Sheri L Breckenridge  
Local 2840 President

And: Nena S Brown  
Local 2840 Contract Chair

JASPER COUNTY, IOWA,

By: Michael J. Balmer  
Jasper County Sheriff

And: May Worthington  
Chairperson, Board of Supervisors

ACKNOWLEDGED:

By: Brian S. Sen  
Employer Representative

ATTESTED

By: Dennis Faust  
Jasper County Auditor

**JASPER COUNTY, IOWA  
COURTHOUSE AND  
CONGREGATE MEALS  
EMPLOYEES  
AND  
AFSCME/IOWA COUNCIL 61  
LOCAL 2840  
AFL-CIO  
COLLECTIVE BARGAINING  
AGREEMENT  
JULY 1, 2006  
THRU  
JUNE 30, 2009**

**AFSCME/Iowa Local 2840 Courthouse and Congregate Meal  
Employees Collective Bargaining Agreement.**

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Signature

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**This Agreement to include the Jasper County, Iowa Courthouse and Congregate Meal Employees is entered into this 1<sup>st</sup> day of April 2006, by and between Jasper County, Iowa (hereafter called the "Employer"), and Local 2840 of the American Federation of State, County, and Municipal Employees, Iowa Council 61, AFL-CIO, (hereafter called the "Union"), and represents the complete and final agreement on all bargainable issues between the Employer and the Union during duration hereof. Throughout this Agreement whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act (Iowa Code Chapter 20).**

## **ARTICLE 1 RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees of the Jasper County, Iowa, Courthouse and Congregate Meal Sites, including all regular full-time and regular part-time, Senior Clerks, Clerks, I.T. Specialists, Secretaries, Maintenance, Techs, Mapping Specialist, Assistant Finance Director, Social Worker and Work Release Supervisor employed in the Jasper County Courthouse; regular full-time and regular part-time Head Cook, Asst. Cook, Cook Helper and Site Manger employed in the Congregate Meal Program of Jasper County, Iowa. As set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 5045, dated May 9, 1994, which includes all regular full-time and regular part-time road deputies, jailers, dispatchers and clerks in the Jasper County Sheriff's Office, and as amended in the Iowa Public Employment Relations Board Order Case No. 6620, dated June 9, 2003. Which excludes the Sheriff, Chief Deputy, Chief Dispatcher, Chief Jailer, Chief Clerk, part-time employees, and reserves of the Jasper County Sheriff's Department, all elected officials, all other Jasper County employees and all persons excluded by Iowa Code section 20.4.

## **ARTICLE 2**

### **DEFINITIONS**

#### **Regular Full-Time Employees:**

Regular full-time employees are those who are normally scheduled to work either forty (40) hours per week or placed on a schedule of six (6) eight (8) hour days on, followed by three (3) days off.

#### **Regular Part-Time Employees:**

Regular part-time employees are those who have completed their probationary period and are normally scheduled to work less than the customary number of full-time hours. Full and part-time employees regularly scheduled to work more than thirty (30) hours per week shall be eligible for County paid fringe benefits such as leaves, holidays, health insurance and related items when deemed consistent with carrier provisions and policies.

### **ARTICLE 3**

### **SEPARABILITY AND SAVING**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Union agree to meet at the earliest possible mutually agreeable time (within thirty (30)) days for the purpose of negotiation and appropriate replacement, if any, for the Article, Section, or portion thereof held to be invalid or unenforceable.

**ARTICLE 4**  
**SUSPENSION—DISCHARGE**

Any employee disciplined by suspension or discharge may grieve the suspension or discharge if it is not for proper cause.

## **ARTICLE 5**

### **NO STRIKE--NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will either directly or indirectly engage in, encourage, sanction, support or suggest any strikes, slowdowns, boycotting, sittings, mass resignations, mass absenteeism, work stoppage, or any activity as covered in Chapter 20, Section 12 of the Act. The Employer pledges that it will not engage in lockout during the term of this Agreement.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and an employee regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedures:

**Step 1:** Within five (5) calendar days after the employee or Union knew or should have known of alleged occurrence, the employee and/or the Union shall present the written grievance to the Human Resource Director, Department Head, or to his/her designee. The grievance shall state with specificity the nature of the grievance and all facts and allegations in support thereof and shall specifically identify the specific clause or clauses alleged to have been violated. The Human Resource Director, Department Head or other Employer designee may respond in writing within five (5) calendar days following actual receipt of such timely filed grievance by mailing by ordinary mail or by delivering such response to the employee and/or the Union Steward. Any failure of the Employer to so respond within such five (5) day period shall be deemed an automatic denial for the grievance and any relief sought there under.

**Step 2:** Within five (5) calendar days after the Employer's response and/or denial under foregoing Step 1, the employee and/or the Union shall then arrange for a meeting with the Human Resource Director, Department Head or other Employer designee at a mutually agreeable time to further discuss the grievance. The Step 2 decision must be made within ten (10) working days following such meeting.

**Step 3:** If not resolved at such Step 2 meeting, the grievance may be submitted to arbitration within ten (10) calendar days after the receipt of the decision in Step 2 upon written notification of such decision to arbitrate mailed to or delivered to the other party within ten (10) days following the final conclusion of the Step 2 procedures; and, such time limit is jurisdictional. If arbitration is timely sought and communicated, then the parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Public Employment Relations Board to submit to the parties a list of seven (7) arbitrators, from which list the parties shall, by process of either agreement or elimination, select one (1) arbitrator. The parties shall toss a coin to determine who strikes first from the list. Either party may request a different list one time.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered withdrawn. If a grievance at Step 1 or 2 is not timely answered by the Employer, it may automatically be referred to the next step.

The parties shall share the fees and expenses of the arbitrator equally. Each party shall pay its own costs of preparation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator shall not have the power to accept or decide any grievance, which involves matter within the jurisdiction of the Civil Service Commission (Chapter 341A of the Code of Iowa). The arbitrator's decision shall be binding on both parties.

All grievances and arbitration meetings under this Article are to be held in private and are not open to the public. The parties agree that all grievances are to be confidential and no unnecessary release of information may take place without the agreement of both parties.

The time limits at step in the grievance and arbitration procedures may be extended on a specific case basis, upon mutual agreement of the Union and Employer.

If the employee(s) files any claim or complaint in any forum other than under the grievance procedures of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.



## **ARTICLE 7 SENIORITY**

Seniority means an employee's length of full-time continuous service with the Employer since the employee's last date of hire. Part-time employee seniority will be calculated on a pro-rata basis, based on the number of hours during each year. Seniority shall be administered on a job classification basis within each Department.

Unless otherwise expressly stated elsewhere in this Agreement or any attachment hereto, all new employees (and promotional appointments) shall serve a probationary period not to exceed six (6) months. Non-certified officers shall serve a probationary period not to exceed one (1) year. The Employer may extend the probationary period for up to an additional six (6) months for unsatisfactory performance. An employee may be terminated for any reason during the probationary period without recourse to the grievance procedure. An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for cause.
- (c) The employee knowingly participates either directly or indirectly in the giving of any false information or reason for obtaining sick leave or any other leave of absence.
- (d) Failure to report to work at end of sick leave or any other leave of absence, without extenuating circumstances.
- (e) Failure to report to work within fourteen (14) calendar days after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to Employer records. The employee must notify the Employer in writing within seven (7) calendar days of the mailing by the Employer, of the foregoing recall notice as to whether such employee desires to return. Failing to do so will be deemed as rejecting and denying the recall opportunity and all rights and status relative to any future layoff recall will be forfeited.
- (f) An employee is off work for any reason for one hundred eighty (180) calendar days, or the length of the employee's seniority, whichever is shorter, except for Workers Compensation.
- (g) Employee retires.

It is employee's responsibility to keep the Employer immediately informed of any changes in such employee's current address and residential phone number.

## **ARTICLE 8**

### **PROMOTIONAL PROCEDURES**

When filing a promotional vacancy, the Employer shall consider Civil Service requirements and the employee's qualifications, ability, experience, and work record. However, in appropriate (other than Civil Service) hiring and promotional circumstances, when the Employer in good faith determines that such factors are reasonably equal between two (2) or more applicants, than seniority shall prevail.

Employees will be on promotional probation for six (6) months. A regular full-time employee who vacated his/her position to accept probationary appointment to a class in a higher level or special assignment, either in or out of the bargaining unit, and who is rejected by the Employer or the employee elects to return to his/her former position and rate of pay shall be able to do so without loss of seniority in the bargaining unit.

## **ARTICLE 9 LAYOFF AND RECALL**

In the event the work force is to be reduced, the Employer agrees to provide affected employees a notice of thirty (30) calendar days. The employee with the least seniority in the job classification, within the Department, affected shall be laid off first. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off. Probationary employees have no recall rights. An employee shall have recall rights for up to one (1) year. Employees to be recalled after being laid off shall be notified fourteen (14) calendar days in advance by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. Failure to report to work after being notified to return to work following layoff will be deemed a voluntary resignation by the employee.

A permanent employee in a classification within a Department in which lay-off is effected may in lieu of lay-off elect to bump a junior employee in a classification in a other Department which employee has previously held during continuous employ with the County.

A permanent employee laid off because of a reduction in force shall be offered an open position provided he/she meets minimum qualifications for said position before a new employee is hired for such position.

## **ARTICLE 10**

### **JOB POSTING**

Permanent shift vacancies within a classification will be posted for four (4) calendar days and bid according to seniority, provided the employee has the necessary certification for the opening. The Human Resources Director or Department Head will notify the successful bidder within five (5) calendar days.

## **ARTICLE 11**

### **HOURS OF WORK AND OVERTIME**

The purpose of this Article is intended to define the normal hours of work within a classification and shall not be construed as a guarantee of hours work per day or days of work per week. Determination of daily and weekly hours of work shall be made at the discretion of the Employer.

The Employer agrees to maintain the current work schedules for the terms of this Agreement, except that a separate schedule may be developed by the Employer for employees assigned to special duties. Regular current breaks and meal times will continue for the duration of this Agreement. Unless otherwise specifically indicated herein, all aspects of employment covered under this Agreement shall apply equally to all employees and any employee assigned to special duties.

For all employee's, overtime shall be compensated at one and one-half (1 ½) times their regular rate of pay or compensatory time for all hours worked in excess of eight (8) hours in a regularly scheduled shift or forty (40) hours in a work week.

Overtime will now be assigned on a rotating seniority basis. A voluntary sign-up sheet will be posted on the first (1<sup>st</sup>) of each month. Overtime will be assigned by calling the names on the list by seniority. If there is no answer, a message will be left on the answering machine and will be considered notification. The first (1<sup>st</sup>) employee to return the phone call, regardless of seniority will get the overtime hours. Involuntary overtime will be assigned on a seniority basis from the bottom of the seniority list to the top.

All approved overtime/compensation time "including request to use" must be documented and turned into designated supervisor within forty-eight (48) hours.

For all classifications compensatory time shall be scheduled by mutual agreement between the employee and his/her supervisor. There shall be no temporary schedule changes made to avoid or eliminate overtime.

Overtime shall be paid as required by the Fair Labor Standards Act unless provided otherwise in this agreement.

**Court Time:** An employee called into court outside his/her scheduled hours shall be paid a minimum of two (2) hours wage or compensatory time off for all hours worked. An employee will be paid a minimum of one (1) hour wage or compensatory time off for phone hearings.

**Call Back:** In the event an employee is required to come in to work outside his/her normal workday, the employee shall receive a minimum of two (2) hours pay at time and one-half (1 ½) rate of his/her regular pay.

**Day Off-Work:** An employee who is required to work on their day off shall be paid at time and one-half (1 ½) rate for such time.

## ARTICLE 12

### LEAVE OF ABSENCE

Each employing department shall be required to maintain timely, accurate and verifiable records to account for the accrual and use of all leaves of absence. The County (Employer) will provide an accounting of employee's sick leave each year on or before August 15 with the accounting showing sick leave usage and status through the last day of June.

Sick Leave: Sick leave will be granted to all eligible employees who have completed at least two (2) full pay periods in their probationary period on the following basis:

1. Sick leave can be used for bona fide sickness, medical treatment (medical, dental, therapeutic, or evaluative) appointments, which cannot be scheduled during non-work time.
2. Sick leave with pay shall accrue at the rate of 5.54 hours per pay period of continuous employment and can accumulate at this rate up to a maximum of seven hundred twenty (720) hours. After the first seven hundred twenty (720) hours have been accrued, the employee can continue to accrue sick leave at the reduced rate of 2.77 hours per pay period until an additional seven hundred twenty (720) hours have been accumulated.

Once 1440 hours of sick leave entitlement have been accumulated and banked, the employee can accrue sick leave at a reduced rate of three (3) hours per month. If not converted to vacation, the employee, upon retirement will be compensated for all accumulated unused sick leave in excess of 1440 hours at his/her last rate of pay. Upon retirement the employee at their option may elect to have up to 720 hours of sick leave converted at the employee's current rate of pay to payment of health insurance premiums under the current plan offered by the County, until such time all of the employee's accumulated sick leave balance is depleted.

3. Except as provided in "2" above, employees shall forfeit all accumulated sick leave upon separation from employment for any reason, including voluntary resignation.
4. At the Employer's written request and notwithstanding any of the foregoing provisions of this Article, no sick leave entitlement shall be payable by the Employer unless the employee promptly presents in writing and signed by an Iowa licensed doctor of medicine or doctor of osteopathic medicine confirming dates of illness or other health-care conditions and further confirming that such absence was due entirely to such employee's sickness, required medical treatment or other infirm health condition (which need not be specified). Unsigned writings or writings signed by a person other than such licensed physician shall not be adequate for such sick leave entitlement purpose.

5. Employees who do not utilize sick leave during a ninety (90) day span will be entitled to one (1) bonus day. Bonus days earned previously can be used in lieu of sick, funeral, or emergency leave. Bonus days shall be used within the succeeding ninety (90) days.
6. Any employee who requests sick leave shall contact the department head or designee at least thirty (30) minutes prior to the beginning of the employee's scheduled shift.
7. Sick leave shall be charged on the employee's workday basis and shall never be considered in relation to any overtime.
8. Sick leave shall not be granted in excess of amount accrued.
9. Sick leave shall not accrue during any absence without pay.
10. Eligible part-time employees shall accrue sick leave on an amount proportionate to that, which would be accrued under full-time employment.

**Jury Duty:** An employee required to serve, as a juror shall receive his/her regular wages-except that jury duty leave may not be included in any overtime entitlement calculations. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, excluding travel and meal expenses. When released from duty during working hours, the employee will report to work within two (2) hours.

**Funeral Leave:** A period not to exceed forty (40) hours with pay shall be granted to an employee upon their request, due to the death of a member of the employee's immediate family (parent, stepparent, spouse, child, stepchild, brother, sister, mother,-in-law, father-in-law, grandchild, or grandparent). Employees may be granted four (4) hours pay when attending funeral services for fellow department workers as well as for known County employees. Payment for this time shall be made only if the funeral has actually been attended. In the event of the death of an employee's spouse's grandparents, brother-in-law, sister-in-law, the employee shall be allowed up to twenty-four (24) hours off with pay. Time off for funerals will not be considered work hours for the purpose of computing overtime. Such leave of absence shall be charged against sick leave accruals. An employee on probation may use funeral leave but is without pay (i.e., unpaid leave).

**Military Leave:** Employees shall be granted military leave in accordance with Section 29A.28 of the Code of Iowa.

**Voting Time:** Employees unable to vote because of their work schedule shall be granted paid time off necessary to vote, up to a maximum of two (2) hours.

**Emergency Leave:** Eligible employees who have completed their probationary period shall be allowed up to five (5) workdays (forty (40) hours) emergency leave per anniversary year for the purpose of caring for and/or assisting during illness or injury in the immediate family (spouse, children, parents, step-parents, step-children, grandchildren, step-grandchildren, grandparents, brother or sister). Such leaves of absence will be charged against sick leave accruals. An employee on probation may use emergency leave but shall be without pay (i.e. unpaid leave).

**Leaves Without Pay:** an eligible employee, on written request and approval by his/her departmental supervisor and concurrence of Human Resource Director, may at the discretion of the supervisor and concurrence of the Human Resource Director be granted leave of absence without pay for any justifiable reason subject to the following conditions. Request shall be made with sufficient prior notice so that the supervisor and the Human Resource Director, can evaluate the circumstances and consequences. Leave without pay shall not initially be granted for more than three (3) months but may, at the discretion of the supervisor and upon concurrence of the Human Resource Director, be extended an additional three (3) months to a maximum of six (6) months.

Accrued sick leave, vacation leave and compensatory time must be exhausted if the reason for the leave of absence is due to a medically related illness or disability. Failure by the employee to report back to work on the date specified in the written request shall be considered a voluntary resignation. While on unpaid leave, an employee's seniority is frozen, no benefits will be provided, and the employee will not accrue vacation leave. While on unpaid leave, an employee may continue his/her health insurance benefits at his/her own expense, if allowed by the carrier, and, no further notice of such opportunity need to be given by the Employer to such employee. It is wholly the employee's responsibility under any such circumstance to timely pay all premiums directly himself/herself to the County Auditor's office. Arrangements for time of payment must be made directly by such employee with the Auditor prior to the employee taking the leave.

**Injury Leave:** All Jasper County employees are covered by workers compensation insurance and any employee injured in authorized work which results in absence from the job is eligible to be compensated by the County for loss wages caused by the injury. Upon written request of the employee, the County will pay the difference between the amount paid for workers compensation and the scheduled hours missed at the basic rate for a period not to exceed the number of sick leave days credited to the employee. However, in order to receive such additional injury leave benefits, a written statement from a practicing physician, dentist, or osteopath licensed under the laws of the state of Iowa describing the nature and extent of the injury will be required by the employee's supervisor. Any and all accidents must be reported as soon as possible to the employee's supervisor or Department Head, or to the Human Resource Director, who shall complete a report to be filed in a Designated County office. Any accident requiring professional medical attention shall be reported as soon as practical, no later than twenty-four (24) hours to insure proper workers compensation coverage.



Jasper County will provide temporary light duty employment for employee's recuperating from an injury. The temporary light duty will end following the release from a physician which allows the employees to return to a full duty position or places a permanent physical restriction on the employee. Normal for this period of time will not exceed six months.

Family Medical Leave: The Family and Medical Leave Act of 1993 provides that all employees employed by the County for at least twelve (12) months and have worked at least 1,250 hours during the previous twelve (12) months, be entitled to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
2. Because of the placement of a son or daughter of the employee for adoption or foster care.
3. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Family Medical Leave under paragraph (1) and (2) shall not be taken by the employee intermittently unless the employee and the Employer agree otherwise. Paragraph (3) and (4) may be taken intermittently if and when medically necessary.

Any eligible employee who takes qualifying family medical leave for the intended purpose of the leave shall be entitled, on return from such family leave:

1. To be restored by the Employer to the position of employment held by the employee when the leave commenced: or
2. To be restored to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

The taking of eligible family medical leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

During any period that an eligible employee takes family medical leave, the employee may maintain coverage under any "group health plan" for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously from the date the employee commenced the family medical leave until the date employment is restored. While on unpaid family medical leave, however, an employee's seniority is frozen; no other benefits will be provided, and the employee will not accrue vacation leave or any other leave or other

benefit entitlements. It is wholly the employee's responsibility under any such circumstances to timely pay all premiums directly himself/herself to the County Auditor's Office. Arrangements for time of payment must be made directly by such employee with the Auditor prior to the employee taking the family medical leave.

The employee may choose whether to substitute accrued paid leave for all or any part of Family Medical Act Leave entitlements, and the Employer shall honor such employee decision.

## ARTICLE 13 HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

- New Years Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- \*Employee's Birthday

And a minimum of two additional floating holidays set by the Board of Supervisors.

**\*The employee's birthday shall be taken within the birthday month and no overtime shall be paid if the employee works on their birthday.**

Each eligible employee shall be paid for each of the holidays set forth in this Article, subject to the following. A regular full-time employee required to work on any recognized holiday shall be paid time and one-half (1 ½) for all hours worked, plus the paid holiday at said straight rate. A regular part-time employee required to work on any recognized holiday will be paid time and one-half (1 ½) for all hours worked, plus the paid Holiday at said straight time. Holiday pay will be at the normal pay for the day or week for which he/she would have been scheduled to work. Holiday time entitlements shall be included in any overtime entitlement calculations. Time worked on Saturday or Sunday if Saturday or Sunday is the Holiday shall be paid at one and one-half (1 ½) the regular rate of pay.

To be eligible for holiday pay, an employee must have worked or be in paid leave status the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday. No holiday entitlements may be carried over from one year to the next. An employee on layoff or on authorized unpaid leave of absence is not eligible for holiday pay. Paid holidays falling on Sunday will be observed on Monday, and paid holidays falling on Saturday will be observed on Friday. Employees who receive holiday pay, (other than those regularly scheduled on a 5/2 schedule with holiday scheduled off), shall use their holidays at their own discretion within the fiscal year in which they occur. There is no carry-over or accrual of any holiday entitlements beyond the current fiscal year; and holiday entitlements not utilized will be lost. Employees, without recourse, will run the risk of not receiving their holidays if they wait until the end of the fiscal year to request their days off if scheduling cannot be arranged. In the event that several employees request the same days off, holidays will be granted strictly by seniority.

## **ARTICLE 14 VACATIONS**

**Eligibility and Allowances:** Regular full-time and regular part-time eligible employees shall be eligible for a vacation allowance according to the following service requirements:

<b>SERVICE REQUIREMENT</b>	<b>MONTHLY ACCURAL RATE</b>	<b>ALLOWANCE</b>
First month through fourth year	* 3.08 hours per pay period	10 days or 2 weeks
Fifth year through ninth year	* 4.62 hours per pay period	15 days or 3 weeks
Tenth year through fourteenth year	* 5.38 hours per pay period	17 and ½ days or 3 weeks 2 and ½ days
Fifteenth through nineteenth year	* 6.15 hours per pay period	20 days or 4 weeks
Twenty or more years	* 7.69 hours per pay period	25 days or 5 weeks

During the initial probationary period of six (6) months, an employee shall not be eligible to accrue or use vacation leave; however, after completing the probationary period, retroactive credit for the first six (6) months of service shall be granted. The employee can subsequently use and earn pro-rata vacation in accordance with the service requirements, accruals and allowances indicated above. Vacations must be taken during the anniversary year; however, with the supervisor's approval and concurrent by the Department Head, or Human Resource Director, two (2) weeks vacation time may be accumulated and carried forward to the next year.

**Vacation Pay:** The rate of vacation pay shall be the employee's regular straight time rate of pay for the day or week for which he/she would have been regularly scheduled to work; and vacation benefit entitlements may not be used in computing any overtime entitlement. Upon resignation or termination from employment an employee who has successfully completed the probationary period shall be paid on a pro-rata basis for all unused vacation left at the time of termination.

**Choice of Vacation Period:** Vacations must be approved by the Supervisor, or Department Head. To the extent practicable, vacation time will be scheduled to coincide with the scheduled workweek. Vacation may be taken in less than one day (1) or eight (8) hour increments with the advance approval of the supervisor or Department Head. The Employer may require rescheduling of vacation when it is necessary for the efficient operation of the department. When two (2) or more employees request vacation for the same period, and not all can be spared from work for the same period, the employee or employees granted vacation will be on seniority.

**Holiday During Vacation Period:** If a holiday occurs during the employee's scheduled vacation period, an employee shall be granted an additional vacation day to be taken the day before the vacation starts or the day after the vacation ends.

## **ARTICLE 15**

### **DUES CHECKOFF AND INDEMNIFICATION**

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, the Employer agrees to deduct the regularly monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15<sup>th</sup>) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing the exact amount of such regular membership dues to be deducted. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## **ARTICLE 16**

### **WORK RULES**

The Employer may, from time to time, develop, put into effect, and enforce work rules and policies. Such work rules and policies can be enforced through corrective actions. Said work rules and policies will be sent to the Union ten (10) days prior to their effective date. Each employee will be given and will maintain a copy of the Jasper County Human Resources Manual, which outlines and established the work rules and policies. It is also understood that the Jasper County Human Resources Manual does not replace the Agreement between the Union and Employer but address policies and rules not covered by said Agreement. Any discipline imposed shall be subject to Article 6 (Grievance Procedure and Arbitration).

## **ARTICLE 17**

### **GENERAL PROVISIONS**

**Discipline:** Union will be notified of non-criminal employee investigations, and once investigation completed the Employer has seven (7) days to discipline employee. All verbal and written discipline will be removed after eighteen (18) months, and all suspensions will be removed after thirty-six (36) months.

**Physicals:** Any physical required by the Employer, including but not limited to pre-employment physical examinations other than those required under Civil Service, shall be paid by the Employer.

**Labor/Management/Safety Meetings:** The Parties will endeavor to hold quarterly labor/management/safety meetings. Up to two (2) Union employees may be on pay status for these meetings (but such shall not be used to qualify such employee for any overtime entitlement). There will be a maximum of four (4) members from the Union allowed to serve as Union representatives on this committee. These meetings will be scheduled thirty (30) days in advance, with an agenda by both parties sent at least seven (7) days in advance where practicable. Items not on the agenda need not be discussed except by mutual agreement. Additional meetings may be scheduled on an "as needed" basis, and the same rules will apply to those meetings as stated above. One (1) employee will represent AFSCME/Iowa Local 2840 and be in paid status on the County Safety Committee.

**Mileage:** Employees required to use their personal automobile for County business shall be reimbursed for mileage at the rate set by the County Board of Supervisors. The County mileage reimbursement rate will follow the Federal rate. The Federal Mileage Rate is published in the November 553 Update.

**Training:** The County will pay for all required/mandatory training including expenses and fees.

**Field Training Pay:** When asked or required to train new employees on the job. "Field Trainer" will be paid thirty-five cents (\$0.35) over their regular straight time rate.

**Association Dues:** All Association dues that are currently being paid for employees shall be paid for all regular full-time employees for the duration of this contract.

**Meetings:** All employees shall be required to attend regular meetings called by the supervisor or Department Head, provided such employee is not on authorized vacation or other leave and that a notice of such meetings has been given at least five days in advance thereof. Employees in attendance at such meetings shall be entitled to receive two (2) hours straight-time pay.

**Union Leave:** Duly elected representatives of the Union shall be granted time-off without pay to attend to Union business. Combined time off for all representatives shall not exceed a total of sixty hours (60) per year. Not more than two (2) members per

director department and not more than four (4) employees total shall be granted this leave for any one conference or convention, training, or other Union business. Such leave shall not interfere with the Employer's operations. The employee shall give the Employer ten (10) days notice.

**New Employee Orientation:** One representative of the Union shall be granted up to thirty (30) minutes for Union orientation during the formal orientation for new employees either as a group or with individuals.

Where the Employer does not have a formal orientation program, the Employer will notify a Local Union Representative (President, Chapter Chair, Stewards) that a new employee(s) has been hired. The Employer will allow a thirty (30) minute Union orientation with the new employee.

The Union representative shall be in pay status for thirty (30) minute Union orientation only if the representative is on duty at the time the orientation is presented. No local union representative shall receive overtime, call-back pay, etc., for participating in the employee orientation program while off duty.

**PEOPLE Deduction:** The Employer agrees to deduct from the wages of any employee who is a member of the Union a people deduction as provided for in a written authorization. All notices will be turned in to the Human Resources Director.

Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Employer. The Union agrees that all contributions are voluntary and will not pressure or coerce any member to contribute.

The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union. The Human Resources Director will send an itemized statement showing the name of the employee whose pay such deductions have been made and the amount deducted during the period covered by the remittance.



## **ARTICLE 18**

### **INSURANCE**

The County will provide medical insurance coverage to all covered employees, from a cafeteria plan providing three (3) options. The County's contribution will cover the cost of a single policy on the Selected Advantage \$250 deductible (plan 2), plus \$34.50 that will be placed into a flexible spending account (FSA) for the life of this contract. Any decrease in premium will be credited to the employee's FSA. All calculations used are based on plan 2.

The County's contribution for family coverage will be the cost of a family policy on the Select Advantage \$250 deductible (plan 2) minus \$225.00 (which will be paid by the employee) for the life of this contract.

Regardless of what plan the employee chooses, the County's contribution will be guided by the cost of Plan #2.

The County agrees to pay the premium on all of the following for eligible covered employees for the life of the contract.

1. \$30,000 life insurance
2. Long Term Disability at 60% of the monthly earnings of an employee with a 90-day elimination period.
3. Single Dental benefit
4. Single Vision benefit

## **ARTICLE 19**

### **WAGES AND LONGEVITY**

Wages and longevity pay shall be as shown on the respective attachments, each of which is by this reference fully incorporated herein as a part hereof.

If a successful applicant is hired, he/she may be placed at the appropriate wage schedule according to relevant experience. However, no new hire may be placed initially employed at top scale wage without prior approval of the Union. Any person hired under such advanced wage scale shall not be entitled to receive such longevity until such employee has completed five years of service.

Effective July 1, 2006 increase of two percent (2%) Across the Board  
Effective July 1, 2007 increase of two percent (2%) Across the Board  
Effective July 1, 2008 increase of three percent (3%) Across the Board

### **LONGEVITY**

Effective July 1, 2006 through June 30, 2008

After five (5) years of service	\$0.15
After ten (10) years of service	\$0.20
After fifteen (15) years of service	\$0.25
After twenty (20) years of service	\$0.30

Effective July 1, 2008

After five (5) years of service	\$0.20
After ten (10) years of service	\$0.25
After fifteen (15) years of service	\$0.30
After twenty (20) years of service	\$0.35

All employees in a classification shall be paid at the same rate, regardless of full-time or part-time status.

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<sup>1</sup> GIS Coordinator shall be adjusted to reflect 2% of the higher end rate

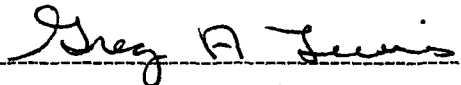
**ARTICLE 20**  
**UNIFORM ALLOWANCE**

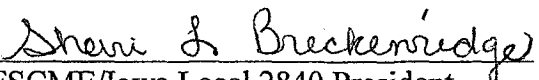
The Employer will supply the necessary uniforms/equipment as required by the Employer in the course of employment, or by the Code of Iowa.

**ARTICLE 22**  
**DURATION**

This Agreement shall be effective from July 1, 2006 and shall continue in full force and effect until it's expiration on midnight June 30, 2009.

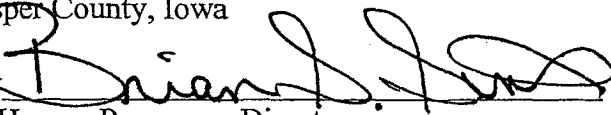
Local 2840, AFSCME/Iowa Council 61, Union

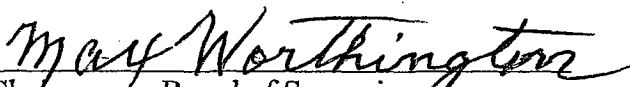
By   
AFSCME/Iowa Council 61 Representative

And   
AFSCME/Iowa Local 2840 President

And   
AFSCME/Iowa Local 2840 Contract Chair

Jasper County, Iowa

By   
Human Resources Director

And   
Chairperson, Board of Supervisors

ACKNOWLEDGED:

  
Jasper County Auditor

**2006 Courthouse 2% Increase**

Effective July 1, 2006

	Hire-In	6 Mos	1 Year	2 Years	3 Years	4 Years	5 Years
Assistant Finance Director	\$ 21.68	\$ 22.55	\$23.45	\$24.39	\$25.36	\$26.38	\$27.43
Clerks (Treasurer, Auditor, Recorder)	\$ 12.05	\$ 12.53	\$13.03	\$13.55	\$14.10	\$14.66	\$15.25
Payroll Clerk/Auto License Examiner	\$ 13.75	\$ 14.30	\$14.87	\$15.47	\$16.09	\$16.73	\$17.40
Maintenance Tech	\$ 14.46	\$14.82	\$15.41	\$16.06	\$16.78	\$17.58	\$18.36
Custodian	\$ 11.39	\$ 11.67	\$12.13	\$12.64	\$13.20	\$13.80	\$14.41
Information Systems Tech	\$ 17.88	\$ 18.60	\$19.34	\$20.11	\$20.92	\$21.75	\$22.62
Site Managers/Head Cooks	\$ 9.84	\$ 10.23	\$10.64	\$11.07	\$11.51	\$11.97	\$12.45
2nd Cooks	\$ 9.18	\$ 9.41	\$ 9.77	\$ 10.17	\$10.61	\$11.09	\$11.58
3rd Cooks	\$ 8.27	\$ 8.47	\$ 8.79	\$ 9.15	\$ 9.54	\$ 9.97	\$10.40
GIS Coordinator	\$ 20.28	\$20.67	\$21.21	\$22.07	\$23.03	\$24.08	\$25.24
Mapping Specialist	\$ 15.67	\$ 16.30	\$16.95	\$17.63	\$18.33	\$19.06	\$19.83
Work Release Supervisor	\$ 15.01	\$ 15.40	\$16.02	\$16.70	\$17.45	\$18.28	\$19.11
Social Worker	\$ 18.87	\$ 19.62	\$20.41	\$21.22	\$22.07	\$22.96	\$23.88

**Longevity**

After 5 Years	0.15
After 10 Years	0.20
After 15 Years	0.25
After 20 Years	0.30